

**UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK**

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WELLS FARGO BANK N.A., as Trustee for the :
Certificateholders of Sovereign Commercial Mortgage :
Securities Trust, 2007-C1, Commercial Mortgage Pass- :
Through Certificates, Series 2007-C1, acting by and :
through WATERSTONE ASSET MANAGEMENT, LLC, :
as Sub-Special Servicer, :
Plaintiff, : Case Nos. 13 cv 1222 (NRB)
: 13 cv 4313 (NRB)
: - against - :
: SOVEREIGN BANK, N.A., :
Defendant. :
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**DECLARATION OF ROY H. OWEN IN SUPPORT OF PLAINTIFF'S OPPOSITION TO
DEFENDANT'S MOTION TO DISMISS AND/OR FOR JUDGMENT ON THE
PLEADINGS AND/OR FOR SUMMARY JUDGMENT**

Roy H. Owen, pursuant to 28 U.S.C. § 1746, hereby declares the following under penalty of perjury:

1. I am a consultant for the Sub-Special Servicer in this matter, and previously was responsible for special servicing for the Sub-Special Servicer, and respectfully submit this declaration in support of Plaintiff's Opposition to Defendant's Motion to Dismiss and/or For Judgment on the Pleadings and/or for Summary Judgment (the "Motion") that has been filed in the above-captioned matters ("Actions"). I am familiar with the facts and circumstances set forth herein.

2. The Mortgage Loan Schedule is attached as Exhibit A to the Mortgage Loan Purchase Agreement at issue in the Actions (the "MLPA").

3. There is no document or exhibit denominated as "Mortgage Loan Schedule" in the Confidential Offering Memorandum ("COM") or Pre-COM. Neither the COM nor Pre-COM

ever refer to the Exhibit A-1 attached thereto as a “Mortgage Loan Schedule,” and the singular reference to the Mortgage Loan Schedule in the COM and Pre-COM is in reference to the MLPA as follows:

Representations and Warranties

In the Mortgage Loan Purchase Agreement, the Mortgage Loan Seller will represent and warrant with respect to each Mortgage Loan (subject to certain exceptions specified in the Mortgage Loan Purchase Agreement) sold by the Mortgage Loan Seller as of the Closing Date, or as of another date specifically provided in the representation and warranty, among other things, that:

...

(t) the information pertaining to each Mortgage Loan set forth on the Mortgage Loan Schedule is true and correct in all material respects as of the Cut-off Date....

4. The two agreements that govern the securitization at issue in the Actions (the “Transaction”) are the MLPA and Pooling and Servicing Agreement (“PSA”). Other documents relied upon by Defendant, such as the Pre-COM, COM, Deloitte Letters (aka “Comfort Letters”), Indemnification Agreement, and Santander Officer Certificates are preliminary to the MLPA and PSA.

5. The Trust was created on the Closing Date of the Transaction, and therefore it had no involvement in negotiating, drafting, compiling and/or finalizing the MLPA, PSA, or any of the preliminary documents to the Transaction set forth in Paragraph 4.

6. Over the past 20 years, I have held a variety of positions in the commercial mortgage-backed securities (“CMBS”) industry, going back to when the CMBS industry was first created in the early 1990s. While serving in these various positions, I have become familiar with the roles that standard participants play in typical CMBS transactions, including Trustees, Mortgage Loan Sellers, Depositors, Master Servicers, Special Servicers, as well as other entities. In my experience, Trustees generally do not have significant or substantive involvement in

negotiating and drafting MLPAs and PSAs. The substantive work on those documents is usually performed by the Mortgage Loan Seller, Special Servicer and proposed Controlling Class Certificateholder. Regarding the securitization that is at issue in the Actions, Sovereign served in all three of these roles.

I declare under penalty of perjury that the foregoing is true and accurate.

Executed on November 14, 2013.



Roy H. Owen